

**EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
(Northern Division)**

AJILON, LLC, \*  
Plaintiff/Counter-Defendant, \*  
v. \* Civil Action No. WDQ-02-4075  
SOFTSOL RESOURCES, INC., \*  
Defendant/Counter-Plaintiff. \*  
\* \* \* \* \* \* \* \*

**NOTICE TO TAKE DEPOSITION**

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Plaintiff/Counter-Defendant, Ajilon, LLC ("Ajilon"), will take the deposition of Defendant/Counter-Plaintiff, Softsol Resources, Inc. ("Softsol"), through such person or persons designated to testify on its behalf, before a Notary Public or some other officer authorized to administer oaths, at 10:00 a.m. on September 5, 2003, at the offices of Venable, Baetjer and Howard, LLP, 210 Allegheny Avenue, Towson, Maryland 21204, to be recorded stenographically and to continue from day to day until complete.

Pursuant to Rule 30(b)(6), the person designated to testify on behalf of Softsol will be expected to testify concerning all matters pertaining to:

1. the allegations and information in Ajilon's Complaint and its exhibits;
2. Deponent's answers and defenses to the allegations in Ajilon's Complaint;
3. the allegations and information in Softsol's Counterclaim;

4. Ajilon's answers and defenses to the allegations in Softsol's Counterclaim;
5. Deponent's answers and/or objections to Ajilon's interrogatories;
6. Deponent's answers and/or objections to Ajilon's requests for production of documents;
7. any and all documents requested in and/or produced by Softsol in response to Ajilon's requests for production of documents;
8. any and all contracts, agreements, and/or understandings and any changes thereto, between Softsol and Ajilon regarding or relating to coordination of submission of billing for services provided by Softsol to MCI Telecommunications Corporation ("MCI"), the receipt of payment for such services, and the disbursement of said payment to Softsol;
9. any and all contracts, agreements, and/or understandings and any changes thereto, between Softsol and MCI regarding or relating to services provided by Softsol to MCI, the receipt of payment for such services, and the disbursement of said payment to Softsol;
10. any and all contracts, agreements, and/or understandings and any changes thereto, between Softsol and any of its subcontractors and/or employees regarding or relating to services provided by Softsol, its subcontractors and/or employees, to MCI, the submission of billing for services provided to MCI, the receipt of payment for such services, and the disbursement of said payment;
11. any and all services provided by Softsol, and/or any of its subcontractors and/or employees to MCI;
12. any and all communications, written or oral, between Softsol and Ajilon regarding any services provided by Softsol to MCI, the receipt of payment for such services, and the disbursement of said payment to Ajilon and/or Softsol;
13. any and all communications, written or oral, between Softsol and MCI regarding any services provided by Softsol to MCI, the receipt of payment for such services, and the disbursement of said payment to Ajilon and/or Softsol;
14. any and all charges, bills, invoices, payment requisitions, payment applications, and/or releases submitted by Softsol to Ajilon for services provided by Softsol and/or its subcontractors and/or employees to MCI;

15. any and all charges, bills, invoices, payment requisitions, payment applications, and/or releases submitted by Softsol to MCI for services provided by Softsol and/or its subcontractors and/or employees to MCI;
16. any and all charges, bills, invoices, payment requisitions, payment applications, and/or releases submitted by Ajilon to Softsol for services provided by Softsol and/or its subcontractors and/or employees to MCI;
17. any and all payments received by Softsol from Ajilon for services provided by Softsol and/or its subcontractors and/or employees to MCI;
18. any and all payments received by Softsol from MCI for services provided by Softsol and/or its subcontractors and/or employees to MCI;
19. any and all amounts allegedly due and owing Softsol and/or any of its subcontractors and/or employees for services provided to MCI;
20. any and all communications made, written or oral, between Softsol and Ajilon regarding any and all amounts allegedly due and owing Softsol and/or any of its subcontractors and/or employees for services provided to MCI;
21. any and all communications made, written or oral, between Softsol and MCI regarding any and all amounts allegedly due and owing Softsol and/or any of its subcontractors and/or employees for services provided to MCI;
22. any and all communications made, written or oral, between Softsol and Ajilon regarding Ajilon's demand for repayment of monies disbursed to Softsol by Ajilon on behalf of MCI for services provided by Softsol and/or its subcontractors and/or employees to MCI;
23. any and all communications made, written or oral, between Softsol and Ajilon regarding MCI's order to stop payment on any checks issued by MCI to Ajilon;
24. any and all communications made, written or oral, between Softsol and Ajilon regarding MCI's filing of bankruptcy and/or MCI's bankruptcy proceedings;
25. any and all communications made, written or oral, between Softsol and Ajilon regarding money allegedly received and held by Ajilon

from MCI for services provided by Softsol and/or its subcontractors and/or employees to MCI;

26. any and all communications made, written or oral, between Softsol and MCI regarding money allegedly received and held by Ajilon from MCI for services provided by Softsol and/or its subcontractors and/or employees to MCI.

/s/

Charles J. Morton, Jr.  
Federal Bar No. 8739  
Daniel P. Moylan  
Federal Bar No. 024719  
Venable, Baetjer and Howard, LLP  
210 Allegheny Avenue  
P.O. Box 5517  
Towson, Maryland 21285-5517  
(410) 494-6200

Attorneys for Plaintiff/Counter-Defendant  
Ajilon, LLC

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 26<sup>th</sup> day of August, 2003,

**Plaintiff/Counter-Defendant Ajilon, LLC's Notice to Take Deposition** was sent by facsimile and served by hand-delivery on:

Chirag V. Patel, Esquire  
Suite 300  
2225 Saint Paul Street  
Baltimore, Maryland 21218-5806

Attorneys for Defendant/  
Counter-Plaintiff Softsol Resources, Inc.

/s/

Daniel P. Moylan  
Federal Bar No. 024719

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Defendant/Counter-Plaintiff. \*  
\* \* \* \* \* \* \* \* \*

**NOTICE OF SERVICE**

I HEREBY CERTIFY that on this 26th day of August, 2003, a copy of Plaintiff/Counter-Defendant Ajilon, LLC's Notice of Deposition of Defendant/Counter-Plaintiff, Softsol Resources, Inc., and a copy of this notice were sent by facsimile and served by hand-delivery on:

Chirag V. Patel, Esquire  
Suite 300  
2225 Saint Paul Street  
Baltimore, Maryland 21218-5806

Attorneys for Defendant/  
Counter-Plaintiff Softsol Resources, Inc.

/s/  
Daniel P. Moylan  
Federal Bar No. 024719  
Venable, Baetjer and Howard, LLP  
210 Allegheny Avenue  
P.O. Box 5517  
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Attorneys for Plaintiff/Counter-Defendant  
Ajilon, LLC